



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: AZTEK
File: B-229525
Date: March 2, 1988

DIGEST

1. Agency reasonably rejected protester's proposal which failed to provide sufficiently detailed information to establish that the equipment offered would meet the solicitation requirements.
2. After bringing proposal deficiencies to protester's attention and requesting best and final offers, agency is not required to reopen discussions to afford the offeror yet another opportunity to correct its proposal.

DECISION

AZTEK protests the Department of the Air Force's award of a contract to Management Graphics, Inc. (MGI) pursuant to request for proposals (RFP) No. FO1600-87-R-0012. This RFP sought offers to provide a turn-key computer graphics imaging system at Maxwell Air Force Base, Alabama. We deny the protest.

The RFP was issued on December 12, 1986 and a contract was first awarded to MGI on March 6, 1987. A protest against this award, filed by a party not involved in the current protest, prompted the Air Force to conclude that it had made certain errors in the acquisition process. Accordingly, the Air Force terminated the contract, amended the RFP, reopened negotiations, and requested best and final offers (BAFOs).

As amended, the solicitation provided that evaluation of proposals was to be based on price and six technical factors listed in section M. Section L-6 of the amended RFP stated, "proposals that only parrot the requirements specified shall not be acceptable."

On or before June 30, BAFOs were received from three offerors, including MGI and AZTEK. The technical proposals were given to a technical evaluation team for review. On July 10, the evaluation team advised the contracting officer that it was unclear whether AZTEK's proposal complied with

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all of the RFP's requirements. Based on the this uncertainty, negotiations were reopened, specific questions were asked, and BAFO's again requested. AZTEK responded to this request by letter dated July 15.

On July 21, the evaluation team concluded that the proposals were still deficient. By letters dated July 29, the Air Force requested another round of BAFOs from MGI and AZTEK.^{1/} The Air Force's letter to AZTEK again identified specific portions of its proposal which contained insufficient information. MGI and AZTEK submitted their BAFOs on August 11.

On August 18, the Air Force concluded yet again that AZTEK's proposal was deficient. By letters dated August 21, another round of BAFOs was requested. As before, the letter to AZTEK identified specific deficiencies and/or ambiguities in its proposal. MGI and AZTEK submitted their BAFOs on or before September 2.

On September 22, the evaluation team submitted its final evaluation of the proposals. It concluded that AZTEK still failed to clearly indicate how its product would comply with certain RFP requirements and noted that in many instances, AZTEK merely restated the RFP's requirements without providing adequate supporting literature. The evaluation team recommended that award be made to MGI. Accordingly, MGI was awarded the contract on October 20.

AZTEK challenges the award of the contract to MGI, maintaining that its proposal was totally compliant with all of the RFP requirements and, since it had offered a lower price, it should have received the contract award.

The Air Force states that AZTEK's failure to adequately explain how its proposed system would comply with all the RFP requirements resulted in its proposal being rated technically lower than MGI's. The agency states that, although AZTEK received the maximum rating possible for price, its slight advantage in that area was insufficient to offset MGI's greater technical advantage.

The Air Force identifies specific line item requirements which AZTEK's proposal did not clearly offer to provide. For example, line item number 0001F required the offeror to provide graphics software capable of, among other things, converting a graphics data file to video format, creating an

^{1/} At this time, the third offeror was advised that its proposal was no longer considered to be within the competitive range.

air brush effect, and automatically coloring in a user defined area. The Air Force states that AZTEK's proposal provided no explanation as to how its software satisfied the stated requirements and did not identify a particular AZTEK software product line which it was proposing to meet these requirements.

The Air Force states that other portions of AZTEK's proposal were contradictory and/or ambiguous. For example, with respect to line item numbers 0001AF and 0001B, the RFP required the capability to image film after hours without operator assistance. One section of AZTEK's proposal indicated that imaging could be accomplished without operator assistance; however, another section stated, "job imaging can be done after hours with operator assistance." (Emphasis added.) Based on the conflicting provisions, the Air Force was uncertain whether operator assistance would or would not be required.

Finally, the Air Force refers to other specific RFP requirements with which AZTEK's proposal failed to indicate clear compliance. These included requirements concerning: type of equipment offered; software to be provided; and necessary communication devices. The Air Force notes that, in several instances, AZTEK's proposal merely restated the RFP's requirements without elaborating on how its equipment would comply with the required capabilities.

In its comments on the Air Force's report, AZTEK declined to respond to the specific proposal deficiencies the Air Force identified. Rather, AZTEK merely continued to assert that its proposal totally complied with the RFP's requirements and therefore, due to its lower price, it should have received the award.

Our Office has often stated that it is the offeror's duty to include sufficiently detailed information in its proposal to establish that the equipment offered will meet the solicitation requirements, Johnston Communications, B-221346, Feb. 28, 1986, 86-1 CPD ¶ 211, and blanket statements of full compliance are insufficient to fulfill this duty. AZTEK, Inc., B-228376, Feb. 5, 1988, 88-1 CPD ¶ _____. Merely restating the RFP's requirements is no better than a blanket offer of compliance. Id.

Additionally, the evaluation of technical proposals is primarily the responsibility of the contracting agency since the agency is in the best position to determine its needs and must bear the burden of any difficulties resulting from a defective evaluation. GTE Government Systems Corp., B-222587, Sept. 9, 1986, 86-2 CPD ¶ 276. Our Office does not independently examine the merits of technical proposals;

rather, we examine the agency's evaluation to ensure that it was reasonable and consistent with the stated evaluation criteria and the protester bears the burden of showing that the evaluation was unreasonable. Consolidated Group, B-220050, Jan. 9, 1986, 86-1 CPD ¶ 21. A clear showing of unreasonableness is particularly necessary where, as here, the agency is procuring sophisticated technical hardware. Ionics Inc., B-211180, Mar. 13, 1984, 84-1 CPD ¶ 290.

In this instance, after reviewing both AZTEK's and MGI's proposals, along with an in camera review of the evaluation worksheets, we find no reason to question the Air Force's evaluation. For the reasons discussed by the Air Force, we find it was reasonable for the agency to conclude that MGI's proposal was technically superior to AZTEK's and that AZTEK's slightly lower price did not offset MGI's technical advantage. Accordingly, AZTEK's protest concerning the evaluation of its proposal is denied.

AZTEK also argues that, if the Air Force was unsure whether its system complied with the RFP specifications, it should have requested further technical clarification. We disagree.

In its letters to AZTEK during discussions, the Air Force alerted AZTEK to the deficiencies of its proposal. For example, in its letter dated July 29, the Air Force questioned AZTEK's contradictory language regarding imaging film with or without operator assistance. Additionally, in its letter of August 21, the Air Force specifically referred to the graphics software capabilities required by line item 0001F and advised AZTEK that its proposal did not indicate how it would comply with the required capabilities. Finally, in the August 21 letter, the Air Force asked additional questions concerning the type of equipment, software, and communication devices AZTEK was offering.

We believe these efforts to alert AZTEK to its proposal deficiencies met the agency's obligation to conduct meaningful discussions. Northwest Regional Educational Laboratory, B-222591.3, Jan. 21, 1987, 87-1 CPD ¶ 74. Since the agency fulfilled its obligation to conduct meaningful discussions, it was not required to reopen discussions to afford the offeror yet another chance to correct its proposal. Telecommunications Specialists, Inc., B-224842.2, Feb. 26, 1987, 87-1 CPD ¶ 21; Cosmodyne, Inc., B-216258 et al., Sept. 19, 1985, 85-2 CPD ¶ 304. Here, the record shows

that the Air Force gave AZTEK multiple opportunities to clarify its offer. We find no requirement obligating the Air Force to continue seeking technical clarification ad infinitum.

The protest is denied.

for *James F. Hinchman*
James F. Hinchman
General Counsel